



Statement of Work

DEPLOYED RESOURCES

Custom Field Inventory Application

January 18, 2019



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Deployed Resources

1. Statement of Work Summary

Vendor Name	Data Systems International, Inc. ("DSI")	Vendor Address	1201 Walnut, Suite 1100 Kansas City, MO 64106
Customer Information			
Customer ("Customer"):	Deployed Resources LLC	Statement of Work Effective Date ("Effective Date"):	The date the last party signs this SOW
Customer Address:	164 McPike Rd Rome, NY 13441 US	Expiration:	<i>THIS OFFER EXPIRES ON March 15th, 2019. If Customer has not delivered duly executed counterparts of this SOW to DSI by that date, DSI may rescind this pricing and, in such event, this SOW will be null and void and of no force or effect.</i>
Payment Terms ("Payment Terms"):	Net 30 Day		
Billing Information		Agreement under which this SOW is issued ("Agreement"):	
Billing Entity (if not the Customer):	Deployed Resources	This SOW is subject to the terms of the existing Master Agreement and/or Software License, Services and Maintenance Agreement between the parties dated:	
Billing Address:	164 McPike Rd Rome, NY 13441 US		
Billing Contact:	Mel Booker	Effective Date of Agreement:	January 18, 2019
Phone Number:		Parties to Agreement:	Deployed Resources LLC Data Systems International, Inc.
Fax Number:			
Email:			
Billing Currency:	USD		
VAT Registration Number:			
Regular Work Hours ("Work Hours"):	9 am to 6 pm (including one hour for lunch), Mondays to Fridays (excluding public holidays at the Location (defined below))		
Location Information			
Location where Services are to be primarily provided ("Location")			
Address:	164 McPike Rd Rome, NY 13441 US		



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Deliverables
DSI will create screen wireframes and base deliverable requirements for a Field Inventory system with Media Objects (Photos), Ticket Management, and Daily Reporting functionality. Upon review and signoff of those requirements, DSI will proceed to create, test, and support initial deployment of the system. Any changes to the base requirements presented will be evaluated and may result in a change to the estimated hours and timeline.
Services listed are based on a Platform Delivery in the Cloud.

TIME AND MATERIALS CONSULTING SERVICES ESTIMATE

	Estimated Services Fee (Excluding Tax)
Total Estimated Services to deliver project scope	\$297,000
Total Estimated Cost	\$297,000

Estimated Total Hours	1800
Payment Method	
Any Purchase Order required for this work must be issued only from Customer to DSI.	
Services and related expenses will be invoiced weekly in arrears and payment shall be made in accordance with the Payment Terms set out above. Travel and on-site expenses will be billed as incurred in accordance with the details in Section 9.	
These estimates are for informational purposes only and do not represent a fixed price for the Services. Customer acknowledges that the fees and expenses payable by Customer hereunder may exceed the estimates provided hereunder.	

This Statement of Work ("SOW") is entered into between DSI and Customer and is subject to the terms and conditions in the Agreement. Nothing contained in any purchase order or other document or instrument issued by Customer will in any way modify or add terms or conditions to this SOW or the Agreement, and any such modified or additional terms or conditions are hereby expressly rejected and excluded from the parties' agreement and understanding in this SOW. In the event of any inconsistency between the SOW and the Agreement, this SOW shall control to the fullest extent of such inconsistency.



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2. Project Teams

Customer Project Team

Customer shall allocate the following resources to the Project, see table below. Customer shall avoid where possible the substitution of such resources, especially where this will impact Project cost or timeline.

Customer Required Resources. The estimated time commitment required for each resource is listed below.

Project Role	Name if Known	Responsibilities
Executive / Project Sponsor	TBD	Participates in steering committee meetings. Signs SOW(s) and Change Orders. Sponsors organizational changes required to achieve return on investment. Sponsors business process changes required to achieve return on investment. Point of escalation for issue resolution.
Project Manager	TBD	Directs the day-to-day activities of the Project team. Understands the impacted business processes and related processes. The Project Manager will secure and manage Project team resources and schedules, manage the issue resolution process, facilitate development of business rules, and provide support and direction for the Project team.
Business Lead(s)	TBD	Provides expertise on current processes and methods and is responsible as primary decision maker for the 'to be' business processes.
Key Users	TBD	Actively participate in designing the 'to be' business processes and will be responsible for understanding the configuration and testing the DSI Software in conjunction with the DSI functional lead(s). The Key Users are responsible for detailed design validation and user acceptance testing activities and will represent the business' needs throughout the Project lifecycle. Key Users group also will be trained in the system processes by DSI and is expected to undertake the training to further system users at Customer using the "Train the Trainer" approach. The Key Users are also the go-to resources for end users during Go-Live (as defined).
Technical Lead	TBD	Know Customer's current systems and their relationship to the current and future business processes. The Technical Lead will lend expertise in solution architecture design. In addition, this individual will coordinate the technical aspects of the implementation including software and hardware installation for any non DSI systems required for integration, database reporting access and end-user connectivity.
System Administrator	TBD	System Administrator will have responsibilities for the Customer integration system, network, WAN, and operating system; participate in DSI technical training; assist in the installation of the Software; systems administration; network administration; maintaining system performance; resolving system related interface/process errors and issues; and resolving data integrity issues.



Deployed Resources

DSI Project Team

DSI shall allocate the following resources to the Project.

Project Role	Responsibility
DSI Executive Sponsor	Participate in Steering Committee meetings. Act as an escalation point within DSI if required. Help define and monitor the progress of project success factors.
DSI Project Manager	The DSI Project Manager is responsible for creating, managing, and delivering the tasks and schedules of the DSI resources in accordance with the Project plan. The Project Manager is also responsible for first line communication and issue resolution along with communicating the budget status to the Customer.
Delivery Lead	The Delivery Lead is the DSI Cloud Inventory and technical expert. They lead the Delivery Consultants in the implementation, configuration, testing, training, and project support activities. Working with the Project Manager, the Delivery Lead communicates progress, coordinates tasks and resolves issues to ensure a smooth and successful implementation in accordance with the software design and project plan.
Delivery Consultant	The Delivery Consultant executes the activities needed to implement, configure, and test the Software. At the direction of the Delivery Lead and Project Manager, the Delivery Consultant brings the technical skills and product knowledge necessary to complete the tasks defined by the Software.
DSI Infrastructure Architects	The DSI Infrastructure Architect works with the Customer's technical stakeholders to finalize the technical design of the Software. The Architect(s) will execute the approved technical design and are responsible for software installation, environment set up and interface/integration development.

3. Services and Deliverables

DSI will provide the following Services and Deliverables to Customer within the Scope of Services and subject to Customer's compliance with its obligations under this SOW:

Plan Phase

All references to "Plan Phase" in this SOW will refer to the Services and Deliverables set forth immediately below.

Services	Deliverables
<ul style="list-style-type: none"> a) Assign DSI Project resource team and define roles. b) Conduct Project kick-off meeting c) Meet with Customer and schedule on-site planning sessions. d) Undertake architecture design workshop and commence installation activities. e) Walkthrough DSI project governance tools with Customer including - Status/Progress Reports, Risk and Issues Logs. f) Detailed process Walkthrough and review of current business practices within the Scope. g) Undertake Process Alignment workshops for aligning business practices with the Software with and write the DSI Functional Specification. 	<ul style="list-style-type: none"> a) Signed DSI Functional Specification document. b) Technical Document containing agreed architecture, hardware sizing, VPN communication, and integration information.



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<ul style="list-style-type: none"> h) Meet with Customer to discuss and define functional, technical, and interface configuration. i) Agree on VPN access for remote connections. j) Identify and define device hardware and network requirements. 	
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Design Phase

All references to "Design Phase" in this SOW will refer to the Services and Deliverables set forth immediately below.

Services	Deliverables
<ul style="list-style-type: none"> a) Jointly with Customer develop the verification processes for interfaces between the Software and non-DSI systems and programs named in Section 1, and provide requirements, specifications, data maps and integration recommendations for the integration between non-DSI systems and programs and the Software. b) With Customer undertake configuration to meet the requirements of the agreed DSI Functional Specification. c) Create Design documents for agreed DSI Licensed Product configurations. d) Update integration design documentation as required. e) Conduct design reviews. f) Obtain test data from Customer. g) Review and Update Issue and Risk Logs. 	

Build Phase

All references to "Build Phase" in this SOW will refer to the Services and Deliverables set forth immediately below.

Services	Deliverables
<ul style="list-style-type: none"> a) Build and configure the hardware environment and install the Software in production instance and one non-production instance in accordance with the functional and technical design document(s) delivered by DSI during the Plan Phase. a) Configure with Customer two (2) mobile devices in the production instance. Verify mobile devices are functional in the Cloud Inventory software. b) Execute unit test cases as required. c) If required, build out process configurations defined by Customer as defined in the Design Phase. Develop the required integration between the Customer host system defined in Section 1 and the technical documentation. d) Guide Customer with the content and format of User Acceptance Test ("UAT") scripts and a test execution plan. (Note it is Customer responsibility to produce UAT scripts). 	<ul style="list-style-type: none"> a) An environment meeting the specifications set forth in the functional and technical design documents established under the Plan and Design Phase with regard to the DSI components and responsibilities. b) Build phase sign-off acceptance document.



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Test Phase

All references to "Test and Deliver Phase" in this SOW will refer to the Services and Deliverables set forth below.

Services	Deliverables
<ul style="list-style-type: none"> a) Execute System Integrated Testing (SIT) jointly with Customer within the Software. b) Support UAT covering one (1) complete testing cycle/retest. UAT should be on a production system with actual hardware to be used in production. c) Performance Audit and Stress Test d) Provide functional training in the Software for up to six (6) Customer Key Users. (Customer will utilize the "train the trainer" approach for training all other users). e) Support execution of end-user training. f) Facilitate System Administration training. g) Create deployment plan. 	<ul style="list-style-type: none"> a) System integration test results/issues tracking log for DSI test scripts. b) UAT test results/issues tracking log. c) System Administration training documentation. Deployment plan including Go Live Checklist. d) Sign of acceptance of Test Phase.

Deploy Phase

All references to "Deploy Phase" in this SOW will refer to the Services and Deliverables set forth immediately below.

Services	Deliverables
<ul style="list-style-type: none"> a) Go Live Readiness Assessment with Customer Steering Committee. b) Execute Go-Live plan. c) Prepare for post-Go-Live support. "Go-Live" means the date when the Software is brought on-line in the production environment d) Go Live Support includes Two(2) weeks or 80 hours (Ten 8-hour days) for one DSI consultant based at one of the sites stated in Section 1. e) Handover to DSI Support team. 	<ul style="list-style-type: none"> a) Finalized Software documents. b) Go Live Checklist c) Go Live deployment resourcing. d) Transition from the DSI Services consultants to the DSI support team consultants. e) Sign off acceptance of Deploy phase and project.

General - Project Management

DSI will provide a project manager ("PM") to participate in the running of the project. The PM will provide a weekly project status report that will include:

- A weekly Project Plan update;
- A weekly issue list update;
- Monthly DSI billing reports and budget analysis
- Regular review of risks; and
- Regular review of project issues.

4. Scope of Services

DSI will provide the ("Services") and ("Deliverables") set forth in this Section 4, through the deployment of its staff or resources ("DSI Consultant"). The Services are limited to the Software set out above in Section 1 and shall not exceed the terms and obligations set forth in this Section 4 ("Scope of Services").



Deployed Resources

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The SOW assumes that the implementation of the Services under this SOW are performed jointly with Customer as a cooperative, hands-on project, jointly managed by DSI and Customer pursuant to a shared consulting model for performing an implementation.

Project Planning and Timeline

DSI and Customer will develop a Project Plan during the Initiate phase of this Project that will reflect the estimated timeline to complete the Project ("Project Plan"). DSI will be responsible for managing the projected timeline.

Unless as otherwise specifically stated in this SOW or the Project Plan, all dates, timetables, or timeframes provided in this SOW and the Project Plan are estimates or targets only ("Estimates"). DSI may modify any Estimates as necessary.

Any go-live date indicated in this SOW is an estimated go-live date for informational purposes only and DSI's best estimate prior to the detailed discovery work in the Plan Phase. The date will be re-assessed in the Plan Phase and at Steering Committee meetings throughout the Project.

Geographic Scope

DSI will provide Services to implement the Software under this SOW at the following Customer facilities:

- Deployed Resources have many sites which run a common business process.
- Rome, NY
- For GOLIVE, The implementation team will be in Rome, NY

Functional Scope

The DSI applications to be implemented for the Software are listed in the SOW summary section.

The Software features and functions with their existing transaction configuration options that will be implemented under this SOW are listed in Appendix A and can be viewed in more detail in the Cloud Inventory System User Manual.

The Software configuration is to Customer's in-scope warehouse. Additional work to include configuration of further Customer warehouse's is not included in the Scope of services.

Organizational Scope

- Organizational change management is out-of-scope and is considered Customer's responsibility.

Business Process Scope

- DSI will conduct Software Alignment workshops with Customer to identify Customer identified and defined business processes. The Customer is responsible for identifying, design, sign off and execution of all new business processes.

Integration Scope

- DSI has allocated time to this Project to build the integration to/from the Customer's host system NetSuite and the Cloud Inventory software using its standard integration tool set.
- DSI will jointly with Customer configure the integration. This configuration will be clearly stated in the Technical Design document.
- DSI will configure the integration as stated in the Technical Design Document. Customer will develop any work needed on Customer system and any integration gateway systems.



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- An integrated environment will be created between DSI Cloud Inventory non-production system and Customer's Host/ERP non-production system. During the Test and Deliver project phase DSI will undertake a "one time" cutover of the integration software.
- DSI and Customer will jointly undertake unit tests for the developed integration.
- Customer will undertake system integration testing between the two systems.

Configuration Scope

- DSI will configure the following modules of the DSI Cloud Inventory Warehouse Management software as a "one-off" deliverable for Customer and is estimated on a Time and Material basis.
- The areas requiring software configuration are listed below and include build, unit test, system integration test and one-time installation to production and one non-production instance. The estimate has been developed based on the information gained during the discovery process and if the requirements change DSI reserves the right to update the estimate accordingly using the Change Order process.
- Included in the SOW are the following Customer specific configurations:
 - Asset Management Mobile Apps

Data Mapping Scope

- DSI will assist Customer with data mapping activities, and these activities will set forth the data (*e.g.* master data, transactional data, etc.) required for the Software.
- Formatting, cleansing and integrity of the data required for the Software is Customer's responsibility.

DSI Platform and Environment Scope

- The applications to be installed as part of the Cloud Inventory Warehouse Management Software is listed in Section 1, and details are listed in this Section.
- DSI will undertake the following specific services related to the platforms:
 - Installation of Mobile Devices, which includes device setup, configuration and testing of DSI Mobile Client on up to two (2) devices (Phones: Android or iOS operating system) using standard device tools such as active sync and the DSI Device Loader.
 - Set up and test of two printers. All mobile applications within the SOW are being delivered in DSI's prompt and response format.

Insights

DSI will install the following preconfigured Insights tools: - Warehouse Insights, Operational Insights and Platform Metrics. This includes out of the box "boards" that allow drill down and manipulation of the report which come from the Software's database. Training of the Insights package is included in the Training Scope below.

Training

- DSI will train up to six (6) Key Users on the features and functions of the Software. The expectation is the Customer will utilize the 'train the trainer' technique for undertaking further training to all other users who will be using the system.
- If required, DSI will provide up to one day of knowledge transfer workshop to Customer technical user that will educate the user in how to work on the Enterprise Printing Platform application. The workshop will center around platform and label configuration and management, for example, Item label and License Plate label (LPN) that is provided with the baseline system.
- DSI will include one day of Insights training (knowledge transfer) for Power Users and View Users. This can include jointly building out new report requirements.

5. Out of Scope Services

Any Services or activities not expressly set forth in this SOW and the description of Services and Deliverables set forth above will be considered Services outside of the of the SOW ("Out of Scope Services" or "OOS"). For the avoidance of doubt, OOS and deliverables include but are not limited to:



Organizational and Mainstream Project OOS Services

- Business process gap identification, development and implementation.
- Organizational change management.
- Additional Services required to discuss and analyze any enhancements or any changes to the tasks covered by this SOW.
- End User Training

Configuration and Data Related OOS Services.

- If applicable, System Administration and general management of any Gateway server, EPP service and non DSI Middle Tier tables used in the integration.
- Any modifications, configurations or upgrades to the Software that are not listed in Section 5. For the avoidance of doubt, the parties specifically agree that DSI shall not be obliged to provide additional or re-perform any of the Services in relation to any upgrade to or new release of any part of the Software that occurs after the execution of this SOW, unless otherwise mutually agreed in a Change Order.

6. Change Order Process

In the event Customer requests additional Services and/or Deliverables that are OOS of this SOW, then a Change Order must be executed. All such changes to this SOW will be documented with a written Change Order and must be signed and approved by both parties prior to the commencement of any additional Services. Any associated project schedule and cost estimate change will include an estimate of impact to the Project Schedule and cost. A sample of the Change Order form is located in Appendix B of this SOW.

7. Customer Responsibilities

In order for DSI to meet its obligations and perform the Services as described hereunder, Customer shall be responsible for the timely completion of the following tasks provided in Section 7.

Customer Organizational Responsibilities

- Provide executive level sponsorship to cultivate senior level communication and provide support for the Project.
- Create a Project steering committee that will drive Customer's executive level support needed for the Project and facilitate quick issue resolution where needed. The assigned DSI Project Manager and DSI Project Sponsor will be members of that steering committee.
- Provide a Project Manager to manage and coordinate the implementation. The Project Manager shall act as the main contact for DSI and be authorized to make decisions and sign-off Deliverables on behalf of Customer.
- Ensure Customer personnel assigned to the Project are available for the duration of the Project.
- Provide input, review, and participate as reasonably requested by DSI during the performance of the Services, including, without limitation, requirements gathering, design, working sessions, and day-to-day engagement tasks.
- Participate in Project planning activities, including by identifying priorities, dependencies, and constraints.
- Complete all required and assigned activities as described and agreed upon in the Project Plan in a timely manner as to not impact the overall timeline of the Project.
- Manage all risks, dependencies and Project constraints for all tasks that fall under Customer's responsibility.
- Customer shall support DSI in the management of tasks that fall under DSI responsibility.
- Ensure that all 3rd party vendor resources hired or contracted directly by Customer will meet Customer's obligations as described in the Project Plan and follow all DSI direction and guidance in a timely manner as not to impact the overall timeline of the Project.

Business Change Responsibilities

- Provide DSI documentation describing all relevant business processes as well as identification and definition of any future processes to be configured as part of the Software.
- Agree and define with DSI in the Plan project phase the project objectives and success factors.



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- Responsible for all change management activities including:
 - organizational change management
 - initial change management impact assessment
 - training needs analysis
 - training organization
 - stakeholder management
 - development of any required change management approach/strategy
 - communication of Project performance
 - role impact assessment
 - transition management
- Responsible for all business benefits realization activities.

Data and Testing Responsibilities

Create and execute a comprehensive written test plan that covers all functionality, use cases, devices, platforms, settings, and environments on a test or non-production systems that replicate production logic, data, settings, configuration, code levels and expected performance. The test plan will be presented by Customer to DSI for approval no later than two (2) weeks prior to start of UAT.

Create and Execute UAT Scripts

Create an executable plan for ensuring the inventory is brought into the system with the view to inventory accuracy at the location level - this is critical to the success of system go live.

Environment Responsibilities

If requested, Customer shall provision the Cloud Connect Gateway server on a dedicated Windows server or VM Ware. This server will be used for both production and non-production environment integration to all required integration hardware and infrastructure software (as identified in the technical design documents). Install this prior to the start of the Build phase unless otherwise mutually agreed in a Change Request.

Responsible for providing a configured and functional test host system (e.g., ERP) environment.

- Ensure that the technical environment meets the minimum requirements specified by DSI, including; bandwidth, latency, wireless coverage, stability and device performance.
- Ensure that any needed reloading of mobile devices with the Mobile Client instance is undertaken.
- Investigate with the DSI team the choices of available hardware devices supported by the Mobile Enterprise Platform ('MEP'), for each of the use case required. (DSI can provide a certified list of hardware devices for the Software). This information will be used to establish the hardware to be used with the Software.
- Create and Maintain Disaster Recovery plans to cover system outage, Network Outage or Gateway Server outage. Note, DSI covers disaster recovery for the core system and database.

Business Process and Training Responsibilities

- Development and identification of all business processes.
- Develop end user training documentation.
- Identify a minimum of two (2) Key Users to participate in DSI Key User training.
- Provide end user training based on the "train the trainer" education provided by DSI.
- Designate at least one (1) individual as the MEP administrator to ensure that the designated administrator completes required administration training in a timely manner.
- Perform any required regression testing.
- Provide data quality governance as well as manage any impact of data quality or availability on Project scope, timelines, and Deliverables.
- With DSI participate in go-live readiness assessment and ensure all production components are in place for go-live.

Other Responsibilities



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- Provide DSI access to Customer's facilities during the Project to include dedicated Project and meeting rooms, WIFI broadband internet access; projectors, screens, and flip charts, and other items as reasonably requested by DSI from time to time.
- Provide DSI with connections and credentials and make available for all DSI on-site personnel through the duration of the Project that allows on-site personnel to access the necessary systems for all Project tasks.
- Provide authorized DSI Consultants with remote access (for example via VPN) to the DSI environments from day 1 of the Project.

8. Assumptions

In all cases, the fees, Scope of Services, and the timeline described above are based on the following assumptions ("Assumptions"). A modification or deviation from these Assumptions will constitute a change in scope requiring a Change Order and may result in delays or additional fees.

Project Assumptions

- DSI will deploy the standard Cloud Inventory Solution for Asset Management, the customer may change the color scheme and apply their corporate logo.
- Overall Project responsibility remains always with Customer.
- Customer acknowledges that their participation and cooperation is required for the success of the Project.
- Customer has already implemented the required ERP modules to which the Software will interface.
- DSI will not allocate resources until Customer signs and returns this SOW. The actual timing of all events is based on the actual start date of the Project as well as the completion of any Customer or third-party responsibilities set out in this SOW.
- Upon DSI's request, Customer will provide DSI with reasonable after-hours and/or remote access to Customer's facilities. Access by more than one resource concurrently should be considered as a standard condition.
- Mobile application will be developed for phones running Android or iOS operating systems. Operating systems version requirement n-1
- As is commercially reasonable, the Services will be provided with minimal or no interruptions or stops so as to promote the uninterrupted assignment of DSI Consultants.
- In order to maintain the Project timeline, feedback from Customer is expected within three (3) business days following receipt of any Deliverable or completion of a Project milestone. If no feedback is received within that timeframe, the Deliverable or Project milestone will be deemed approved. Customer will communicate any objections to DSI in writing. For the avoidance of doubt use of any Deliverable in a production environment will constitute deemed approval of the Deliverable.
- The Estimated Project Duration does not include time for Customer or a third-party to modify Customer's existing systems, e.g. ERP, Financials, etc., to align with the Software.
- Any Customer initiated organizational changes or strategic imperatives that impact the fees, Scope of Services or timeline will be subject to the Change Order Procedure set forth above.
- DSI will abide by Customer's decisions concerning strategies, policies, procedures and systems; on condition that such will be relied upon by DSI and any such decisions that impact the fees, Scope of Services, or timeline and will be subject to the Change Order Procedure set forth above.
- DSI will apply its standard implementation methodology. Unless otherwise agreed by both parties, each project phase represents a Phase of the Project requiring sign off prior to moving forward to next phases. Specifically, the content of the Plan Phase as stated in the Plan documents (see Section 3), formulates the agreed work for the remainder of the Project. Changes to this will invoke the Change Order process.
- DSI may perform the Services at the Location set out above or remotely at the discretion of DSI.
- DSI will perform the Services during Work Hours (defined above) in the time zone of the Location where the Services are provided. However, DSI may change the Work Hours to accommodate out-of-town or remote DSI Consultants.
- English is the official language of the Project. All Deliverables or written materials must be delivered or provided under this SOW in English.



9. Project Estimates

Time and Materials Services

Estimated time and materials costs listed in this SOW represent an estimate only, and actual Project time and cost may vary from the estimates provided. All Services are provided on a time and material basis. If changes in the Scope are required, the Change Order Process will be executed. Billing to Customer by DSI and payment by Customer to DSI are not dependent or conditioned upon any delivery or acceptance of deliverables contemplated herein or any other deliverables.

Estimate Hours and Fees

- The Estimated Hours listed above are a time and material estimate based on DSI's understanding of the requirements and listed scope as outlined in this document. If changes in the Scope are required, the Change Order Process should be executed.
- All billable Project Team hours are included.
- This SOW estimate expires on the date stated in the Summary section.
- Estimated services fees do not reflect any taxes. Taxes, if applicable, will be applied in addition to implementation costs.
- Estimated services fees do not reflect any travel related expenses.
- DSI will bill for all travel related in line with the DSI Travel and Expense Guide. Included expenses are listed below as but not limited to:
 - Airfare, ground transportation, lodging, meals and incidental charges, which are reimbursable expenses and not part of DSI's total estimate for the Services. This is in line with the current DSI Travel Policy which can be supplied on request.

DSI shall make all reasonable efforts to coordinate travel with Customer to take advantage of Customer's preferred rates. Payment for Services fees and associated out-of-pocket expenses shall be due within thirty (30) days of invoice date.

10. Invoices and Billing

Invoices shall be billed and are due and payable per the payment terms identified in the *DSI Software License, Services, and Maintenance Agreement*. Customer acknowledges that failure to remit payment according to the agreed-upon payment terms as defined in the *DSI Software License, Services, and Maintenance Agreement* may result in cancellation of scheduled Project resources until such time as the account balance is paid and brought into compliance with agreed upon terms.

11. Resource Assignment

DSI will assign DSI Consultants to the Project no later than six (6) weeks from the Effective Date of this SOW. Unless otherwise prohibited in the Agreement. If necessary, DSI may modify any named or designated DSI Consultants in this SOW during the Project upon notice to Customer. Such DSI Consultants may be charged at different rates than the originally identified DSI Consultants in line with such Consultant's title and degree of experience.

12. Completion Terms

DSI will have completed this project when the following occurs:

- In order to manage the Project timeline, Milestone Deliverables are in place at key places in the completion of each phase of the Project. Once the Milestone Deliverables for the phase are agreed and signed by Customer and DSI for approval, then this phase of the Project is deemed complete.
- When all Project Phases are complete the Project itself is deemed complete.
- Fourteen (14) days after Go-Live the Customer will be transitioned to the Global Customer Support Center ("CSC").
- Once transitioned to CSC all issues will be managed by the CSC and routed to appropriate teams for resolution.

**13. Cancellation/Postponement of Scheduled Services**

If Customer cancels or postpones scheduled Services set out in the SOW, they must provide written cancellation notice of five (5) business day (Mon - Fri) prior to scheduled DSI Consultant work schedule. If the cancellation notice is not received at least five (5) business days prior to the scheduled work is to be performed, Customer shall be billed a minimum of four (4) hours per day per scheduled consultant for each day that does not meet the five (5) business days cancellation policy requirement. Any applicable travel changes and/or cancellation fees will also be billed to Customer.

Suspension or cancellation of the Project by Customer will require a notice period of at least four (4) weeks unless a different notice period is agreed by the parties in writing. Should the Project be suspended or canceled prior to the end of the four (4) week notice period, DSI reserves the right to invoice Customer for the full four (4) week period. DSI will invoice Customer for any work performed or costs incurred that cannot be canceled or refunded (e.g. airfare charges, cancellation charges) that have not been previously invoiced.



Deployed Resources

14. Terms and Conditions

By signing this SOW, Customer authorizes DSI to begin work as stated in this document. Both Customer and DSI will agree to the Project start dates. Any estimates for this SOW given to Customer either orally or written prior to the execution of this agreement are null and void. Additionally, scope/functionality not expressly mentioned within the document or described in Appendix A is also null and void.

Upon signature and acceptance by both parties, this SOW and pricing herein are valid and binding specific to the project described herein for a period of one year from the Effective Date or until project completion as agreed to by both parties. The DSI Software License, Services, and Maintenance Agreement will be used for all terms and conditions not specifically included in this SOW.

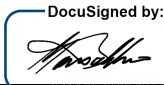
By execution, signer certifies that signer is authorized to accept and execute this Statement of Work Estimate on behalf of DSI.

Signed by DSI and effective as of

March 7, 2019

(“Effective Date”)

Data Systems International, Inc.

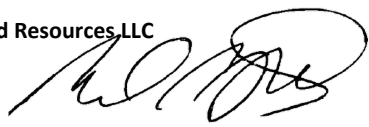
DocuSigned by:

 By: _____
 471A3B650F6D4B9...
 Print Name: Mark Baldwin
 Title: CFO & General Counsel

By execution, signer certifies that signer is authorized to accept and execute this Statement of Work Estimate on behalf of Customer.

Date signed

3/7/2019

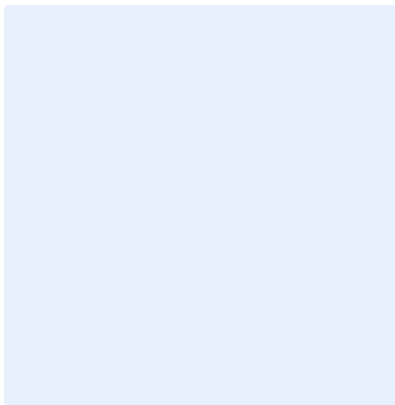
Deployed Resources, LLC


 By: _____
 Print Name: Mel Booker
 Title: Chief Financial Officer
 PO # (if applicable): _____



Appendix A Sample Change Order

Change Order



Deployed Resources

Click or tap here to enter text.

Estimate No.: Click or tap here to enter text.

DATE :



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1 Amendment of DSI Project

Data Systems International, Inc. (DSI) and CUSTOMER NAME ("Customer") have previously entered into an agreement for DSI to provide specified services to Customer ("Original Project"). The Original Project is identified in DSI's systems as:

DSI Project #: SAMPLE

DSI Project Name: SAMPLE

By signing this Change Order (CO), Customer authorizes and approves a change to the scope and budgeted hours and fees for the Original Project as described in this document. This Change Order amends the Original Project separate from and in addition to any other Change Orders signed by Customer. This Change Order only amends project scope and associated hours and fees for implementation of the components outlined in this Change Order.

Customer hereby engages DSI to perform the activities described herein.

2 Change Objective

Customer has requested changes from the original SOW to something on their project. Requested changes are detailed in Section 3 below.

Project Assumptions

This CO assumes that the implementation of the Service under this CO is performed jointly with Customer as a cooperative, hands-on Project, jointly managed by DSI and Customer pursuant to a shared consulting model for performing an implementation.

- Customer acknowledges that its participation and cooperation are critical for the success of the Project.

3 DSI Solution

Based on our understanding of the requirements, DSI will complete the Changed Solutions Deliverables as listed to deliver the agreed DSI applications. Any changes to the original Statement of Work or this CO could impact the deliverables and will be follow *Change Order Process*.

Change Order Deliverable

DSI will deliver the following changes:

- Deliverable #1
 - Description #1

Software Assumptions / Notes

Customer acknowledges that their participation and cooperation are required for the success of the Project. Unless otherwise noted in this CO, or the original SOW or agreed to in writing, the following assumptions are based on information provided by Customer to DSI relating to the Project and have been used to develop level of effort and fees. Deviations from these assumptions may lead to commensurate changes in the timeline and fees. These will be handled through the Change Management Process described in the DSI Terms.

Access - VPN Connection

The Customer will make a number of VPN type connection and credentials available during all phases of the project to support remote access by various DSI resources.

Scope - Additional Scope/Changes

All necessary components have been identified. If during the course of the project additional components or functionality are identified, a Change Order will be required to authorize the additional work.

ERP - Test Environment and Data

The Customer is responsible to provide a configured and functional test ERP environment along with test data that simulates production data scenarios. Creation of valid test data and development of comprehensive testing scenarios are Customer responsibilities.

Change Order

This Change Order utilizes the assumptions from the original project scope of work, project number ORIGINAL PROJECT NUMBER.

4 Customer Requirements

Customer is responsible for providing and ensuring Customer's committed participation of resources required for success during the Project. The estimated pricing and schedule reflect these important requirements. Failure for customer to meet or fulfil their project requirements may result in change order to address extra work required on DSI's part

Primary Customer Contact

The Customer is responsible to designate its own Project Manager to manage Customer activities associated with the implementation. DSI's Project Team is responsible to schedule DSI Solution Delivery team activities and to interface with the Customer Project Manager to coordinate with Customer's team.

5 Cost**Estimated Cost**

All rates and fees are represented in US Dollars.

Project Total	Estimated Hours	Estimated Costs
Totals	ESTIMATED HOURS	ESTIMATED COSTS

- Estimated services fees do not reflect any taxes. Taxes, if applicable, will be applied in addition to implementation costs.
- Cancellation / Postponement of Scheduled Services: The Customer understands that they must provide written cancellation notice five (5) business days (Mon - Fri) prior to scheduled consultant work schedule. If the cancellation request is not received five (5) business days prior to the scheduled work is to be performed the Customer shall be billed a minimum of four (4) hours per day for each day that does not meet the five (5) business days cancellation requirement.
- Estimated Fees are calculated using the Approved Hourly Rate specified for the Original Project and assumes that all work is performed during weekdays.

Change Order

Should any change order or additional scope be required, DSI will bill Customer on a time and material basis for actual work performed at the following rates:

Resource	Approved Hourly Rate
Architect / Designer	\$
Delivery / Infrastructure Consultant	\$
PMO	\$

These rates are for work performed during weekdays. Work performed on weekends or holidays will be billed at 125% of the Approved Hourly Rate and must be approved in advance by DSI management.

Estimated Change Order Cost and Hours

The Estimated Hours are based on our understanding of the requirements as outlined in the deliverables. If changes in hours are identified, DSI will notify Customer PM and describe the cause of the change. If necessary DSI will follow the Change Order Process as outlined in Section 1. All Project Team hours are included.

Invoices/Billing

DSI will submit invoices to Customer in accordance with the original agreement.

6 Acceptance of Change Order

Signature below indicates acceptance of this Change Order and associated fees by both parties. Customer signature indicates approval for DSI to perform the services and to bill for the additional services in accordance with the billing guidelines established for the Original Project.

By execution, signer certifies that signer is authorized to accept and execute this Change Order on behalf of DSI.

By execution, signer certifies that signer is authorized to accept and execute this Change Order on behalf of Customer.

Signed by DSI and effective as of _____
("Effective Date")

Date signed _____

Data Systems International, Inc.

DEPLOYED RESOURCES

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

PO # (if applicable): _____